

78468

RECORD AND RETURN TO
Calumet National Bank—Trust Dept.
P.O. Box 60
Hammond, Indiana 46325

DEED IN TRUST

THIS INDENTURE WITNESSETH: That: Calumet National Bank

for and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, do by these presents, CONVEY AND WARRANT to CALUMET NATIONAL BANK, a national banking association with its principal place of business at 5231 Hohman Avenue in the City of Hammond, Lake County, Indiana, as Trustee, under the terms and conditions of that certain written agreement and declaration of trust dated June 16, 1982, and identified as Trust No. P-2934, the following described real estate in Lake County, Indiana, to-wit:

See Exhibit "A" attached hereto and made a part hereof

**DULY ENTERED
FOR TAXATION**

AUG 19 1982

Lula O. Priddy
AUDITOR LAKE COUNTY

Send tax bills to: Calumet National Bank, Trustee of Trust # P-2934
5231 Hohman Avenue
Hammond, Indiana 46320

TO HAVE AND TO HOLD said premises with the appurtenances upon the trusts, and for the uses and purposes herein and in said trust set forth:

The said trustee shall have full power and authority to improve, manage, protect, and subdivide the real estate from time to time forming a part of the trust estate, to dedicate parks, streets, highways or alleys and to vacate any subdivision or parts thereof, and to resubdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey, either with or without consideration, to donate, to dedicate, to mortgage, pledge or otherwise encumber said property, or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in praesenti or in futuro, and upon any terms and for any period or periods of time, and to renew or extend leases upon any terms and for any period or periods of time, to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, and to consent to the assignment of leases, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition said property or exchange it, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said property or any part thereof, to purchase or hold real estate, improved or unimproved, or any reversion in real estate subject to lease, and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with the Trustee in relation to such property, or to whom such property shall be conveyed, contracted to be sold, leased, or mortgaged by said Trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said property, or be obliged to see that the provisions or terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said Trustee, or be obliged or privileged to inquire into any of the terms of the trust; and every deed, mortgage, lease or other instrument executed by said Trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof the trust created by this instrument and said trust agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in said trust agreement and this instrument, or any such amendment of said trust agreement, and binding upon all beneficiaries thereunder, and (c) that said Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument.

IN WITNESS WHEREOF, the said William M. Bacon and Charles Sanger

have hereunto set their hands and seals this 16th day of June, 1982

William M. Bacon
Calumet National Bank by:
William Bacon

Charles Sanger
Attest: Charles Sanger

STATE OF INDIANA)
COUNTY OF LAKE)
RECORDED
WILLIAM BIELSKI JR
AUG 20 1 59 PM '82

STATE OF INDIANA)
COUNTY OF LAKE) SS:

Before me, the undersigned, a Notary Public in and for said County and State, this day personally appeared William M. Bacon and Charles Sanger

and acknowledged the execution of the foregoing instrument as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and notarial seal this 16 day of June, 1982

My Commission Expires:

3-17-86

Judeen Peifer
Judeen Peifer
Notary Public
Residence: Lake County, Indiana

THIS INSTRUMENT PREPARED BY:

Fred G. Donnersberger, Attorney at Law
5231 Hohman Avenue, Suite 601
Hammond, Indiana 46320
932-2200

723

EXHIBIT "A"

Key
37-110-17

PARCEL 1: A parcel of land in the Northeast quarter of Section 24, Township 37 North, Range 10 West of the Second Principal Meridian, in the City of Hammond, Lake County, Indiana, described as beginning at the Southeast corner of the Northeast quarter of Section 24; thence Northerly on the East line of said Section 24, 250 feet; thence Westerly on a line parallel to and 250 feet North of the East-West line of said Section 24, 406.87 feet to the Northeasterly 150 foot Right-of-Way line of the East-West Indiana Toll Road; thence Southeasterly on said 150 foot Right-of-Way line which is a curved line of 7489.44 foot radius, convex to the Southwest, whose tangent at the last described point makes an interior angle of 53 degrees 56 minutes 00 seconds measured East to Southeast with the aforesaid described 406.87 foot line, 15.27 feet to a point of tangent; thence continuing on said tangent 294.46 feet to the East-West center of line of said Section 24; thence Easterly on said East-West center line 225.19 feet, or the beginning.

Key
37-112-9

PARCEL 2: A triangular shaped parcel of land in the Southeast Quarter of Section 24, Township 37 North, Range 10 West of the 2nd Principal Meridian, in the City of Hammond, Lake County, Indiana, described as beginning at the intersection of the North line of the Southeast Quarter of said Section 24, with the East line of said Section 24, said point being marked by a chiseled cross in the center line of Calumet Avenue; thence South on said East line, 309.84 feet; thence Northwesterly at an interior angle of 35 degrees 55 minutes 01 seconds measured North to West with the last described line, 383.91 feet, more or less to the North line of the Southeast Quarter of said Section 24; thence East on said North line 225.19 feet to the place of beginning.